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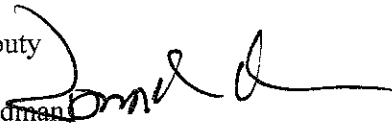
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November 30, 2009

TO: Each Health Deputy

FROM: Jonathan E. Freedman 
Chief Deputy Director

SUBJECT: **NOTICE TO TERMINATE AND DECLINE TO CONTRACT WITH
MATERNITY HOUSE, LLC, A DRUG/MEDI-CAL AGENCY**

This is to inform you that the Alcohol and Drug Program Administration (ADPA) intends to terminate and decline to contract with Maternity House, LLC, a Drug/Medi-Cal (DMC) agency. It is located at 10300 Kurt Street in Lake View Terrace, in the Third Supervisorial District. Attached is a list of deficiencies that were found during the course of the investigation.

On November 5, 2008, the Board of Supervisors delegated the authority to the Director of the Department of Public Health (DPH), or his designee, to decline to contract with agencies for DMC program services and to terminate Agreements with other State certified providers contracted with DPH, following County Counsel review and approval, and notification to the Board and the Chief Executive Office (CEO). The Board's approval also required DPH to fully disclose to County Counsel, the Board offices, and the CEO the reason for such declination or termination. This memorandum serves to notify the Board offices and the CEO, and disclose the reasons for the declination and termination.

California State Health and Safety Code Section 11758.43 requires the State Department of Alcohol and Drug Programs (SDADP) to contract directly with State-certified DMC providers when the County declines to contract with the provider. However, before it can do so, SDADP requires that the County Board of Supervisors inform SDADP in writing of its intent to not contract with the provider. The notification to SDADP has likewise been delegated to the Director of DPH, or his designee.

If you have any questions or need additional information, please let me know.

JEF:dhd

Attachment

c: Jonathan E. Fielding
Sheila Shima
Richard Mason
Doraine Meyer
Tami Omoto-Frias
John Viernes, Jr.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

List of Deficiencies and Contractual/Regulatory Requirements
Related to Drug/Medi-Cal Agreements

Maternity House, LLC

A. Agency staff had engaged in consensual sex with a client.

Alcohol and Drug Program Administration (ADPA) Action(s)/Finding(s):

On June 25, 2009, Alcohol and Drug Program Administration (ADPA) conducted an unannounced site visit at Maternity House (MH) in response to a complaint that alleged the executive director of the agency had engaged in consensual sexual activities with the complainant, a female client. The complaint was forwarded to ADPA by the South Central Los Angeles Regional Center's Perinatal Substance Abuse Program on behalf of the client who made the allegation.

During the site visit, ADPA interviewed the agency's executive director, clinical director, and an agency client. ADPA also examined the complainant's client file and reviewed the personnel files for the executive director and the clinical director.

In addition to the site visit, ADPAs also conducted telephone interviews with the agency's board vice president and the representative at the South Central Los Angeles Regional Center's Perinatal Substance Abuse Program who had forwarded the initial complaint to ADPA. Staff also performed a face-to-face interview with the complainant.

During the course of the investigation, all interviewees reported (even the executive director) that it was common practice for the executive director to be alone with female clients. He would take them on outings such as parks, malls, doctor's appointments, etc. It was during such outings that the complainant alleges that she and the executive director first had sexual contact.

The interviews conducted and a review of the complainant's chart all indicate that sexual contact between the complainant and the executive director took place.

Title 22 Requirement(s):

In accordance with ADPA, Chapter 3.3, Division 2, Title 22 of the California Code of Regulations, Certification of Substance Abuse Clinics for Purposes of Participation in the Medi-Cal Program, Paragraph §52350, entitled, *Staff Conduct*, which states, "(a) The provider shall develop, implement, and maintain a written code of conduct for all staff and volunteers. (b) The code of conduct shall prohibit an clinic or satellite site owner, administrator, staff member or volunteer from: ... (3) Engaging in an intimate relationship or sexual contact with a beneficiary."

B. Zoning Violations

ADPA Action(s)/Finding(s):

During his interview on June 25, 2009, the executive director denied residing at the facility located at 10300 Kurt Street, Lake View Terrace, California 91342. When asked where he lived, he had to excuse himself to leave the room and retrieve his resident address.

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The other people interviewed on the same day stated that he actually lives at the facility and sleeps there every night. Additionally, both the complainant and the board vice president also confirmed that he lives at the facility.

The agency's contract with Los Angeles County states that the treatment capacity at MH is six beds. Zoning regulations also limit the facility to six beds. Therefore, whenever the facility is operating with over a five resident average, it is in violation of the zoning regulations that govern this operation. A review of the utilization level of MH during Fiscal Year 2008-2009 revealed that the agency was in violation of zoning regulations for seven of the 12 months.

Title 22 Requirement:

In accordance with Title 22 PLANNING AND ZONING, Section 22.20.260, entitled, *Permitted Uses*, which states, "Property in Zone R-3-() U may be used for: Adult residential facilities, limited to six or fewer persons."

C. Board of Director Requirements

During a phone interview on July 29, 2009, with the board vice president, she stated that she has served on the Board of Directors for five to six months and the Board has never had a meeting in all of that time.

County Contract Requirement:

The Additional Provisions of this Alcohol and Drug Services Agreement, Paragraph 3 A, entitled, *BOARD OF DIRECTORS AND ADVISORY BOARD*, states, "Contractor's Board of Directors shall serve as the governing body of the agency..." and "shall be comprised of not less than five (5) members." It additionally states that the Board of Directors shall..."meet at least four (4) times each calendar or fiscal year or not less than quarterly."

Conclusion

Engaging in any type of intimate relationship or sexual contact with a beneficiary in an alcohol and drug treatment agency, by any agency staff member, is prohibited by statute and there is very strong evidence that the agency's executive director violated the statute. Considering the program is for pregnant and postpartum women, as well as the zoning and Board of Director violations, it is recommended that the agency's contract with the County of Los Angeles be terminated immediately.